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Modified:

**REQUEST FOR PROPOSALS  
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT SERVICES  
RFP 6-120915**

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#### **LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and (5) copies of each proposal must be mailed in a sealed envelope to, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Service Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., September 14, 2012.

As specified in this RFP, MHTC reserves the right to negotiate clarifications and modifications of any and all proposals through MoDOT staff, prior to making any contract award. MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

---

Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide annual audit services to the MHTC for the combined financial statements of MoDOT as of and for the fiscal years ended June 30, 2013 through June 30, 2015.

Proposals are being solicited from Independent Certified Public Accountants who have experience in governmental accounting and auditing for an organization such as MoDOT. Work should begin no later than necessary to meet the reporting deadlines specified in the scope of work section of this announcement. The Offeror must currently be licensed by, and in good standing with, the Missouri State Board of Accountancy. Details of the scope of work, proposal format and Offeror selection process are contained in this announcement.

- (B) **Background:** Offerors should refer to the MoDOT fiscal year 2011 audited comprehensive annual financial report for the most current and comprehensive description of MoDOT's operations. These documents can be viewed at the following link:  
[http://www.modot.mo.gov/about/general\\_info/documents/FY11-ISSUED-MoDOT-CAFR-SEARCHABLE.pdf](http://www.modot.mo.gov/about/general_info/documents/FY11-ISSUED-MoDOT-CAFR-SEARCHABLE.pdf)
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30 with a thirteenth month lapse processing period and a sixty-day availability period for recording receivables and payables.
- (D) **Contract Period:** The original contract period will be from notice to proceed through the performance of the fiscal year 2015 audit.
- (E) **Extension:** The contract shall not bind, nor purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for up to two (2) annual audit periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree that the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such prices, or if the applicable spaces are left blank, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum renewal price without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than the renewal price.
- (F) **Pre-Submission Information on the RFP and Proposal Requirements:** Any pre-submission question, comment, concern or request for clarification regarding the RFP or

proposal requirements should be submitted by facsimile transmission, electronic mail (e-mail), phone, or in writing to:

Mr. Tom Veasman  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, Missouri 65102-0270  
Telephone No: (573) 522-4404      Facsimile No: (573) 526-1218  
E-mail Address: Tom.Veasman@modot.mo.gov

All written questions must be addressed to Tom Veasman no later than **10:00 a.m., CST, August 17, 2012**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offeror to retrieve. It is the responsibility of the Offeror to retrieve any and all addendums on-line.

- (G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a response

Event	Date	Time
MoDOT Issues RFP	August 6, 2012	10:00 am (CST)
Deadline for Written Comments	August 17, 2012	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	August 31, 2012	2:00 pm
Deadline for Submitting a Proposal	September 14, 2012	2:00 pm
Approval of Award	December Commission Meeting, tentatively scheduled for December 5, 2012	2:00 pm

## **SECTION (2): SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

Provide annual audit services to the MHTC for the combined financial statements of MoDOT as of and for the fiscal years ended June 30, 2013 through June 30, 2015.

- (B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Unit one original and five copies of a program proposal which will include the following:

**Audit:** The Offeror will be required to perform annual examinations of MoDOT's combined financial statements in accordance with generally accepted auditing standards and governmental auditing standards for the state fiscal years ended June 30, 2013 through June 30, 2015. The audits should provide reasonable assurance about whether the financial statements are free of material misstatements. This should include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. Additionally, the Offeror will present the audit report and any audit findings to the Audit Committee and to the MHTC, which may include travel outside of Jefferson City.

**Comprehensive Annual Financial Report:** The Offeror will provide MoDOT with 35 copies of the annual comprehensive report and an electronic version thereof. MoDOT will prepare the comprehensive annual financial report and cover and provide to the Offeror, with the Offeror including the Independent Accountants' Report on Financial Statements and Supplementary Information, as well as any other reports required by the profession.

Reporting requirements and deadlines are contained in 21.795 RSMo and in the MHTC Master Bond Indenture. To allow for sufficient preparation for those reporting requirements, the reports must be completed by each September 30.

**Control and Compliance Reports:** The Offeror will report on MoDOT's system of internal control over financial reporting and MoDOT's compliance with certain provisions of laws, regulations, contracts, and grant agreements.

**Potential Additional Consultant Work, As Requested:** MHTC reserves the right, and it shall be a term and condition of the final Agreement, that MHTC's representative may request the Offeror to perform additional consultant work, of the same general nature as that described above, during the contract period. For any additional work requested, the type of work should be within the parameters established by the governmental auditing standards and should not impair the independence of the Offeror related to the annual audit services. The hourly wage rates and expense costs for this additional work must remain the same as those bid for the contract work specified during the contract period. Therefore, those wage rates and expense costs must remain fixed for the entire contract period, and during the time required for completion of any additional tasks requested by MHTC's representative during the contract period, for up to an additional six (6) months.

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Chief Financial Officer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Chief Financial Officer. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Chief Financial Officer throughout the effective period of the Agreement.

Each Offeror is to include the name, title, location, email information, phone and fax numbers of its officer whom the Offeror would designate as its representative, for the purpose of administering the Agreement and receiving notices concerning the performance of the Agreement.

- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between

the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) **MBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order



07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
  2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009,

RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

The reports, in their entirety, as presented to the MHTC and accepted by the MHTC, are public documents. The MHTC and MoDOT reserve the right to include the reports, as presented, in other documents, such as the annual Accountability Report, on the internet, etc., without further review by the Offeror. If the Offeror elects to perform additional subsequent event procedures, there will be no additional charges to the MHTC or MoDOT.

- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure

the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

## SECTION (4): PROPOSAL SUBMISSION INFORMATION

### (A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Mr. Tom Veasman as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration. **Proposals should be limited to fifteen pages (excluding cover letter).**
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to:

Mr. Tom Veasman  
Missouri Department of Transportation  
830 MoDOT Drive, P.O. Box 270  
Jefferson City, Missouri 65102-0270  
Telephone No: (573) 522-4404  
Facsimile No: (573) 526-1218  
E-mail Address: [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

All written questions must be addressed to Tom Veasman no later than **10:00 a.m., CST, August 17, 2012**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offeror to retrieve. It is the responsibility of the Offeror to retrieve any and all addendums on-line.

5. **Interview Conference.** An interview conference with the Offeror may be conducted prior to award, if deemed necessary. In addition, the Offeror may be asked to make an oral presentation of its proposal during the interview conference. Travel and attendance costs for the interview conference shall be at the Offeror's own expense. All arrangements and scheduling shall be coordinated by MoDOT's Financial Services Director or his (her) designee.
6. **Joint Proposals.** Offerors may submit joint proposals. However, MHTC reserves the right to make the final selection of all Offerors, regardless of the nature of any joint proposals submitted. MHTC also reserves the right to negotiate clarifications or modifications to the final compensation terms with the successful Offeror or Offerors.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is to submit specific information as required in Exhibit A that documents successful and reliable experience in the past five (5) years related to the audit of state level transportation departments or similar organizations. This information may be shown on Exhibit A, or organized in a similar manner.

2. **Staffing - Personnel:** The qualifications of the personnel proposed by the Offeror will be considered in the evaluation, as will the accessibility of the partner, manager, and in-charge. Therefore, the Offeror should submit detailed information as required in Exhibit B related to the experience and qualifications of the key personnel proposed to work on any portion of this agreement. This information may be shown on Exhibit B, or organized in a similar manner.

3. **Credentials:**  
List any disciplinary action imposed by the AICPA, state board, state society, or SEC during the past five years.

List any significant pending legal action involving the Offeror.

Provide a copy of the most recent peer review report of the Offeror.

4. **Proposed Method of Performance:** The Firm's distinctive plan for performing the requirements of the RFP will be considered in the evaluation process.

Present a written narrative that demonstrates the method or manner in which the Firm proposes to satisfy the requirements of the Scope of Work. The method by which the proposed method of performance is written is left to the discretion of the Firm.

Provide an organizational chart showing the staffing and line of authority for key professional staff and administrative personnel to be used in performing the proposed work. The relationship of the project leader to management and to support personnel should be clearly illustrated. Address the level of commitment the Firm would make to the continuity of the audit team for the next three years.

Describe, in detail, the level of involvement that the Firm expects of MoDOT's Audits and Investigations (AI) unit. The audit should be priced with and without this expected level of involvement. The AI unit is available for 400 hours.

5. **Fee Schedule:** Submit a firm, fixed fee as required in Section 5. NOTE: Open-ended mileage or per diem charges may cause a proposal to be considered non-responsive.

**(C) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
- |    |                                 |                 |
|----|---------------------------------|-----------------|
| A. | Experience;                     | 30 Maximum Pts. |
| B. | Proposed Method of Performance; | 25 Maximum Pts. |
| C. | Staffing;                       | 15 Maximum Pts. |
| D. | Credentials;                    | 10 Maximum Pts. |
| E. | Fees and expenses.              | 20 Maximum Pts. |
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICE PAGES**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

**Fee for services: fiscal year 2013 audit**

- A. With 400 hrs Audits & Investigations (AI) Support      \$ \_\_\_\_\_ Firm, fixed fee
- B. Without AI Support      \$ \_\_\_\_\_ Firm, fixed fee
- C. Estimated out-of-pocket expenses:      \$ \_\_\_\_\_ Estimated with cap
- D. Additional consultant work not related to audit:      \$ \_\_\_\_\_ Hourly rate
- 

**Fee for services: fiscal year 2014 audit**

- A. With 400 hrs AI Support      \$ \_\_\_\_\_ Firm, fixed fee
- B. Without AI Support      \$ \_\_\_\_\_ Firm, fixed fee
- C. Estimated out-of-pocket expenses:      \$ \_\_\_\_\_ Estimated with cap
- D. Additional consultant work not related to audit:      \$ \_\_\_\_\_ Hourly rate
- 

**Fee for services: fiscal year 2015 audit**

- A. With 400 hrs AI Support      \$ \_\_\_\_\_ Firm, fixed fee
- B. Without AI Support      \$ \_\_\_\_\_ Firm, fixed fee
- C. Estimated out-of-pocket expenses:      \$ \_\_\_\_\_ Estimated with cap
- D. Additional consultant work not related to audit:      \$ \_\_\_\_\_ Hourly rate

## SECTION (5): PRICE PAGES

### (B) Renewal Percentage of Increase/Decrease

The contract shall not bind, nor purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for up to two (2) annual audit periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree that the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such prices, or if the applicable spaces are left blank, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum renewal price without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than the renewal price.

First Extension (fiscal year 2016 audit) \_\_\_\_\_% of maximum increase and/or  
 \_\_\_\_\_% of minimum decrease

Second Extension (fiscal year 2017 audit) \_\_\_\_\_% of maximum increase and/or  
% of minimum decrease

**Signature of Offeror's Authorized Representative**

**Date Signed**



**EXHIBIT A**  
**FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

**SUMMARY OF SERVICES PERFORMED:**

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**EXHIBIT B**

**PROFESSIONAL AND ADMINISTRATIVE STAFF**

**BACKGROUND AND EXPERTISE**

*(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement, including the in-charge. If staff assigned to the audit change, the Firm will be required to submit updated professional and administrative staff background and expertise exhibits prior to assigning staff to the audit. The MHTC reserves the right to review the expertise prior to the individual performing the audit.)*

STAFF MEMBER

\_\_\_\_\_  
(Name) (Title or Position)

Specific Role in this Contract Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience/Previous Related Work Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Educational Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Government Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared  
\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory  
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-  
written. city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit  
owner or partner business name  
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's SSN or Applicable Federal Identification #

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: